FILED
JAN 28 2011
CLERK, U.S. DISTRICT COURT
RICHMOND, VA

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

COURTNEY A. FISHER,

Plaintiff,

v.

EQUIFAX INFORMATION SERVICES, LLC
TRANSUNION, LLC
EXPERIAN INFORMATION SOLUTIONS, INC.

Defendants.

Civil No.
3:10-cv-00605-JRS

CONFIDENTIALITY AGREEMENT

Plaintiff Courtney A. Fisher ("Plaintiff") has filed this lawsuit (the "Litigation") against Trans Union LLC ("Defendant") (Plaintiff and Defendant may be referred to collectively as "the Parties"), alleging that Defendant is liable to Plaintiff for damages resulting from alleged violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* In connection with the Litigation, Plaintiff has sought discovery or testimony regarding certain of Defendant's trade secrets and other confidential and proprietary information of Defendant, such as policies and procedures relating to Defendant's consumer credit database and policies and procedures relating to processing consumer disputes, and Defendant has sought discovery or testimony regarding the personal and confidential credit and identifying information of Plaintiff (herein after collectively referred to as the "Confidential Information").

As a means of avoiding continued dispute with respect to any Parties' requests for the Confidential Information, the Parties have agreed to produce certain Confidential Information pursuant to the terms of this Agreement. All Confidential Information shall only be utilized by the Parties in connection with the Litigation and in accordance with the terms and conditions of this Agreement.

The Parties shall have the right to designate as Confidential Information any part or the whole of any answers to discovery, answers to interrogatories, answers to requests for admission, responses to production requests, disclosures, deposition transcripts, documents, expert reports, exhibits, hearing or deposition testimony or other information that the Parties deem to be confidential. Any document, discovery, testimony, or other information that the Parties have designated as Confidential Information shall constitute Confidential Information, both in form and substance.

The Confidential Information provided by any of the Parties shall be used strictly in accordance with the terms in this Agreement. At no time shall the Confidential Information be disclosed to or used by any person, corporation, or entity in competition with or against any of the Parties.

The Parties may designate any document, discovery, or other information as Confidential Information by an appropriate marking that prominently displays the words "Confidential" or "Confidential Information". Deposition or hearing testimony can be designated by the Parties as Confidential Information. Such designation will be made on the record if possible, but the Parties can designate portions of such testimony as Confidential Information by providing written notice of such designation to the opposing Parties within ten (10) days of receipt of the transcribed testimony by counsel. Until ten (10) days after receipt of the transcribed testimony, such testimony shall be treated by the Parties as Confidential Information.

The Parties, their attorneys, or any one else acting on their behalf shall take such precautions with the Confidential Information as are necessary to strictly maintain its confidentiality and comply with the terms of this Agreement.

Unless otherwise ordered by the Court, or agreed to in writing by the Parties, information designated by any of the Parties as Confidential Information shall not be revealed to any person or entity except: (a) Plaintiff and Defendant's employees; (b) Plaintiff's and Defendant's attorneys and their staff; and (c) experts or consultants retained by the Plaintiff, Defendant, or their attorneys in preparation for and/or the trial of this action. Before any Confidential Information is disclosed to an expert or consultant, the expert or consultant must first be provided with a copy of this Agreement and sign a statement in the form attached hereto as Exhibit A agreeing to be bound by the terms of this Agreement.

In the event the Parties intend to file Confidential Information with the Court, they shall file it under seal pursuant to the requirements of Court for filing documents under seal.

In the event a Party disagrees with the designation of Confidential Information, the Parties shall first try to resolve the disagreement in good faith on an informal basis, such as the production of redacted copies. In the event such a dispute cannot be resolved by agreement, a Party may move the Court for modification of the Confidential Information designation. The Confidential Information designation shall be maintained pending disposition of such a motion.

This Agreement shall govern pretrial proceedings only, and nothing set forth herein prohibits the use at trial of any Confidential Information or affects the admissibility of any evidence. The procedures to govern the use and disclosure of Confidential Information and the redaction of any "Confidential' or "Confidential Information" designation may be the subject of further agreement of the Parties or order of the Court. This Agreement can be enforced by order of the Court, or if this action is no longer pending, in a separate action filed by one of the Parties.

Nothing herein shall be construed as limiting a Party's use of its own Confidential Information and such use shall not constitute a waiver of the terms of this Agreement or the status of such information as Confidential Information. Any of the Parties can remove their designation of Confidential Information from any information it has previously so designated.

The Parties cannot use or disclose any Confidential Information in any pretrial court proceeding that is open to persons not authorized to have access to such Confidential Information under the terms of this Agreement. This provision does not limit the right of any of the Parties to submit any Confidential Information to the Court under seal as permitted by the Local Rules.

AGREED:

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/s/
James R. Spencer
Chief United States District Judge

1-27-11

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EXHIBIT A

The undersigned has read and understands the terms of the Confidentiality Agreement in this case, Courtney A. Fisher v. Equifax Information Services, LLC, et al, Civil Action No. 3:10-cv-00605-JRS, which is currently pending in the United States District Court for the Eastern District of Virginia, Alexandria Division. The undersigned agrees (i) to abide by the terms of the Confidentiality Agreement; (ii) not to use or divulge, under penalty of law, any documents, materials or other information covered by the Confidentiality Agreement, including Confidential Information, except as permitted by the terms of the Confidentiality Agreement; and (iii) to submit to the jurisdiction of the United States District Court for the Eastern District of Virginia, Alexandria Division for resolution of any issues arising under the Confidentiality Agreement.

Dated: ____________________ Signed: ________________________________

Printed: ________________________________